

KUTAK ROCK LLP

Michael A. Condyles (VSB No. 27807)
 Jeremy S. Williams (VSB No. 77469)
 1111 East Main Street, Suite 800
 Richmond, VA 23219-3500
 Telephone: (804) 644-1700
 Facsimile: (804) 783-6192
michael.condyles@kutakrock.com
jeremy.williams@kutakrock.com
 Counsel to Richard E. Austin, REA
 Partnership-A and REA Development, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF VIRGINIA
 ALEXANDRIA DIVISION**

)	
IN RE: STACEY A. WHARAM)	Case No. 15-10501-BFK
)	Chapter 7
Defendant.)	
)	
RICHARD E. AUSTIN, REA PARTNERSHIP-A)	
and REA DEVELOPMENT, INC.,)	
)	
Plaintiffs,)	
)	
v.)	Adv. Proc. No.: 15-01126-BFK
)	
STACEY A. WHARAM,)	
)	
Defendant.)	
)	

ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

Upon the *Motion for Default Judgment* (the "Motion") filed by Richard E. Austin ("Mr. Austin"), REA Partnership-A ("REA Partnership") and REA Development, Inc. ("REA, Inc." and together with Mr. Austin and REA Partnership, the "Plaintiffs"), by counsel, it appearing that the Court has jurisdiction to consider the relief requested herein pursuant to 28 U.S.C. §§ 157, 1334 and 1409; it further appearing that proper notice of the Motion was provided to all necessary and appropriate parties, and no further notice being necessary; if further appearing that Stacey A. Wharam (the "Defendant") failed to defend in this action after being properly served; it further

appearing the Clerk entered default against the Defendant pursuant to Rule 7055 of the Federal Rules of Bankruptcy Procedure; and it further appearing that the relief requested in the Motion should be granted and for the reasons set forth by the Court at the hearing held on December 15, 2015 at 9:30 a.m.; it is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. The Motion is granted.

2. The following obligations due and owing to Mr. Austin by the Defendant in connection with that certain Order entered by the Circuit Court of Albemarle County on December 31, 2014, are excepted from discharge pursuant to 11 U.S.C. §§ 523(a)(6) and (a)(15):

- 1) To provide healthcare coverage for each of the parties' minor children (the "Child Support Obligations");
- 2) To indemnify and hold harmless Mr. Austin in connection with that certain line of credit from SunTrust Bank (account ending 5881);
- 3) The reimbursement of \$22,382.81 in connection with the monthly mortgage obligations of 630 Tanners Lane, Earlysville, Virginia;
- 4) The reimbursement of all expenses incurred in connection with the drafting and recording of a General Warranty Deed for 630 Tanners Lane, Earlysville, Virginia;
- 5) All expenses incurred by Mr. Austin in connection with the transfer of certain unimproved real property containing 21.199 acres and located at Glenmore;
- 6) To indemnify and hold harmless Mr. Austin for the obligations due under that certain Promissory Note dated February 13, 2013 (account ending 1530) in the original principal amount of \$932,000 for the benefit of Union Bank & Trust;
- 7) To indemnify and hold harmless Mr. Austin for the obligations due under that certain Promissory Note dated February 28, 2013 (account ending 1754) in the original principal amount of \$900,000 for the benefit of Union Bank & Trust;
- 8) The return of Mr. Austin's gold bullion and gold and silver coins;
- 9) The return all of Mr. Austin's guns and ammunition;

- 10) The return all of Mr. Austin's personal property as set forth in Exhibit D to the Order;
- 11) \$6,000 in attorneys' fees; and
- 12) All other obligations due and owing to Mr. Austin by the Defendant pursuant to the Order (as amended, modified and/or supplemented).

3. The Child Support Obligations are further excepted from discharge pursuant to 11 U.S.C. § 523(a)(5).

4. All obligations of the Defendant to indemnify and hold harmless REA Partnership and REA, Inc. in connection with that certain Promissory Note dated February 13, 2013 in the original principal amount of \$932,000, for the benefit of Union Bank & Trust, are excepted from discharge pursuant to 11 U.S.C. §§ 523(a)(4) and (a)(6).

5. All obligations of the Defendant to indemnify and hold harmless REA Partnership and REA, Inc. in connection with that certain Promissory Note dated February 28, 2013 in the original principal amount of \$900,000, for the benefit of Union Bank & Trust, are excepted from discharge pursuant to 11 U.S.C. §§ 523(a)(4) and (a)(6).

6. The Clerk shall serve copies of this Order to the party set forth on the attached Service List.

Date: Dec 18 2015

/s/ Brian F. Kenney

United States Bankruptcy Judge

Entered on Docket: December 21, 2015

We ask for this

/s/ Jeremy S. Williams
KUTAK ROCK LLP

Michael A. Condyles (VSB No. 27807)
Jeremy S. Williams (VSB No. 77469)
1111 East Main Street, Suite 800
Richmond, VA 23219-3500
Telephone: (804) 644-1700
michael.condyles@kutakrock.com
jeremy.williams@kutakrock.com
*Counsel to Richard E. Austin, REA
Partnership-A and REA Development, Inc.*

CERTIFICATION OF SERVICE

Pursuant to the Local Rules, I hereby certify under penalty of perjury that a copy of the foregoing proposed order was served upon all necessary via served first-class mail, postage prepaid or electronic mail on December 16, 2015 as follows:

Stacey A. Wharam
2531-B S. Arlington Mill Drive
Arlington, Virginia 22206

Brian V. Lee
Lee Legal, PLLC
1250 Connecticut Avenue NW
Second Floor
Washington, DC 20036
Email: bvlee@lee-legal.com

By: /s/ Jeremy S. Williams

Counsel

SERVICE LIST

Stacey A. Wharam
2531-B S. Arlington Mill Drive
Arlington, Virginia 22206

Brian V. Lee
Lee Legal, PLLC
1250 Connecticut Avenue NW
Second Floor
Washington, DC 20036